

June 1, 2010

LOS ANGELES FIRE DEPARTMENT



MILLAGE PEAKS
FIRE CHIEF

April 30, 2010

BOARD OF FIRE
COMMISSIONERS
FILE NO. 10-040

TO: Board of Fire Commissioners

FROM: Millage Peaks, Fire Chief *mlp*.

SUBJECT: APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND CLEAN HARBORS ENVIRONMENTAL SERVICES FOR ROUTINE HAZARDOUS WASTE MANAGEMENT SERVICES FOR THE LOS ANGELES FIRE DEPARTMENT (LAFD)

FINAL ACTION: <input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/ Corrections	<input type="checkbox"/> Withdrawn
<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Field	<input type="checkbox"/> Other

RECOMMENDATIONS: That the Board:

1. Approve the attached agreement with Clean Harbors Environmental Services to provide for the cooperative participation with Department of Public Works, Bureau of Sanitation (DPW/BOS) utilizing Contract No. C-113379 to perform hazardous materials/waste management services to its LAFD facilities.
2. Direct the Commission Executive II to forward this agreement to the Mayor for review and approval, in accord with Executive Directive Number 3.
3. Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached agreement with Clean Harbors Environmental Services.

Summary:

On May 15, 2008, the City of Los Angeles, Department of Public Works, Bureau of Sanitation (DPW/BOS) entered into an agreement with Clean Harbors Environmental Services for routine hazardous waste management services.

The Fire Department requires the services in the above referenced agreement and desires to enter into a cooperative participation agreement utilizing Contract No. C-113379 for routine hazardous waste management services.

Clean Harbor Environmental Services has agreed to provide routine hazardous waste management services to the LAFD. Article 36 of Contract No. C-113379 provides for cooperation agreements by other City Departments.

The term of this Agreement will commence upon its execution by all parties and will terminate on March 14, 2011, expiration date as specified in DPW/BOS Contract No. C-113379.

This proposed agreement has been reviewed and approved by the City Attorney. The Department has complied with all City procedures, laws and policies applicable to the execution.

Fiscal Impact:

The City's obligation to make payments under this Agreement shall be limited to the current appropriations for that purpose. At the time of execution of this Agreement, the total appropriations and the City's obligation hereunder, is Thirty Thousand Dollars (\$30,000) per fiscal year.

Conclusion:

Approval of the recommendation to approve the attached Agreement will allow the Department to participate in cooperative participation arrangements utilizing City Contract No. C-113379 for services offered by Clean Harbors Environmental Services, to perform hazardous waste/management services to LAFD facilities through March 14, 2011.

Board Report prepared by Kimberly Perry, Management Analyst I, Training and Support Bureau

Attachment

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ATTACHMENTS:

EXHIBIT A - Department of Public Works Contract # C-113380

EXHIBIT B - Standard Provisions for City Contracts (Rev. 3/09)

AGREEMENT NUMBER _____
BETWEEN
THE CITY OF LOS ANGELES AND
CLEAN HARBORS ENVIRONMENTAL SERVICES
FOR ROUTINE HAZARDOUS WASTE MANAGEMENT SERVICES
FOR THE LOS ANGELES FIRE DEPARTMENT

This Agreement between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD") and Clean Harbors Environmental Services, (hereinafter referred to as "CONTRACTOR") is entered into with reference to the following:

WITNESSETH

WHEREAS, the City of Los Angeles, Department of Public Works, Bureau of Sanitation (DPW/BOS) solicited contracting services for the Citywide Routine Hazardous Materials Waste Management Services for properties owned by or under the jurisdiction of the CITY; and

WHEREAS, the CITY issued a Request for Proposal (RFP) on December 16, 2005 (amended February 26, 2006 to include Citywide routine hazardous materials waste management services) to qualified and interested parties; and

WHEREAS, on June 9, 2006, CONTRACTOR responded to the RFP and was selected by CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, on or about May 15, 2008, the City of Los Angeles, Department of Public Works, Bureau of Sanitation (DPW/BOS) and CONTRACTOR entered into Contract No. C-113379; and

WHEREAS, LAFD requires services specified in above referenced RFP and desires to enter into a cooperative participation utilizing Contract No. C-113379 for routine hazardous waste management; and

WHEREAS, the CONTRACTOR has agreed to provide routine hazardous waste management services to LAFD; and

WHEREAS, Article 36 of Contract No. C-113379 provides for cooperation by other City Departments.

NOW THEREFORE, the parties hereby covenant and agree as follows:

1.0 PARTIES TO THE AGREEMENT

1.1 Parties to the Agreement

The parties to this Agreement are:

- a. CITY, the Los Angeles Fire Department (LAFD), having its principal office at 200 North Main Street, 18th Floor, Los Angeles, CA 90012.
- b. CONTRACTOR, Clean Harbors Environmental Services, having its principal office at 42 Longwater Drive, Norwell, MA 02061-9149.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

- a. Millage Peaks, Fire Chief
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, CA 90012

With copies to:

- b. Daniel McCarty, Assistant Chief
Los Angeles Fire Department
140 North Avenue 19,
Los Angeles, CA 90031
Phone: (213) 485-6101
Fax: (213) 485-8993
- c. The CONTRACTOR'S representative is, unless otherwise stated in the Agreement:

Tracy Linton, Account Manager
Clean Harbors Environmental Services
1715 East Denni Street
Wilmington, CA 90744
Phone: (714) 336-3806

1.3 Formal Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.4 Notices of Change

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

2.0 TERM OF AGREEMENT

The term of this Agreement will commence upon its execution by all parties and will terminate on March 14, 2011, expiration date as specified in DPW/BOS Contract No. C-113379. The LAFD has the right to terminate this Agreement for its convenience, upon thirty (30) calendar days written notice to CONTRACTOR.

Nothing in this Agreement shall serve as a guarantee of a minimum or maximum number of emergency events, a minimum or maximum number of days of operation, or a minimum or maximum quantity of hazardous waste to be managed by the CONTRACTOR.

3.0 SERVICES TO BE PROVIDED

CONTRACTOR shall provide routine hazardous waste management services as described in Exhibit B – Contract No. C-113379 to LAFD.

4.0 COMPENSATION

4.1 Compensation

The CITY will pay the CONTRACTOR for satisfactory services provided under this Agreement, in accordance with the fee schedule specified in Exhibit B – Contract No. C-113379.

The CITY's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s), and the CITY's obligation hereunder, is Thirty Thousand Dollars (\$30,000) per fiscal year. If the CITY appropriates additional funds for this Agreement, the CITY payment obligations shall be expanded to the extent of such

appropriation(s), subject to the terms and conditions of the Agreement, and the parties shall execute an amendment implementing that change. The CONTRACTOR shall not provide any services, goods or equipment, and the CITY shall not pay for any services, goods or equipment provided, in excess of the funds appropriated by the CITY for this Agreement.

4.2 Invoicing

The CONTRACTOR shall provide two (2) copies of invoices which detail the services performed and the total amount due. All invoices shall be submitted on the company's letterhead, along with the CONTRACTOR'S remittance address. The CITY will approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from CONTRACTOR which shall include the following information:

- Name and address of the Los Angeles Fire Department as follows:

Daniel McCarty, Assistant Chief
Los Angeles Fire Department
140 North Avenue 19,
Los Angeles, CA 90031
Phone: (213) 485-6101
Fax: (213) 485-8993

- Date of invoice
- Invoice number
- Agreement number
- LAFD Pick-up location
- Description of services
- Amount of Invoice

5.0 AMENDMENT

No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms thereof. This Agreement may be modified, amended, or supplemented only by a written amendment to this Agreement properly executed by the parties.

6.0 STANDARD PROVISIONS

CONTRACTOR acknowledges and agrees to comply with the requirements of the "Standard Provisions for City Contracts (Rev. 3/09)" attached hereto as Exhibit A and incorporated herein by this reference.

7.0 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, including Exhibit A - Standard Provisions for City Contracts (Rev. 3/09), Exhibit B - Contract No. C-113379 constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Exhibits, the order of precedence shall be as follows:

- (1) The paragraphs in the body of this Agreement
- (2) Exhibit A - Standard Provisions for City Contracts (Rev. 3/09)
- (3) Exhibit B - Contract No. C-113379

8.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY (LAFD) and the CONTRACTOR and supersedes all other agreements between parties pertaining to the subject matter thereof.

This Agreement is executed in three (3) duplicate originals, each of which shall be an original, and all of which shall be one and the same contract.

(Signature Page Follows)

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated.

For: **THE CITY OF LOS ANGELES,**
A municipal corporation,
acting by and through its
Los Angeles Fire Department

For: **Clean Harbors Environmental
Services, Inc.**

BY: _____
MILLAGE PEAKS
Fire Chief

BY: _____
David Cochran
Tech. Svcs., General Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGALITY:

ATTESTED:

CARMEN A. TRUTANICH
City Attorney

JUNE LAGMAY
City Clerk

BY: 
Laurel L. Lightner
Assistant City Attorney

BY: _____

Title: _____

Date: April 19, 2010

Date: _____

CITY Business Tax Registration Number: _____

Internal Revenue Service Tax Identification Number: _____

Said Agreement is Number: _____